

Form 210B (12/09)

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

**NOTICE OF PARTIAL TRANSFER OF CLAIM  
OTHER THAN FOR SECURITY**

Claim No. **56932** was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on ....., **2010**.

**MEDIOLANUM VITA SpA**  
Name of Alleged Transferor

**ILLIQUIDIX LTD**  
Name of Transferee

Address of Alleged Transferor:

**Palazzo Meucci - Via F, Sforza  
20080 Basiglio, Milan 3  
Italy**

Address of Transferee:

**Illiquidx Ltd  
107-111 Fleet Street  
London EC4A 2AB  
United Kingdom**

~~DEADLINE TO OBJECT TO TRANSFER~~

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

\_\_\_\_\_  
CLERK OF THE COURT

B 210A (Form 210A) (12/09)

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re **Lehman Brothers Holdings Inc.**

Case No. **08-13555**

**PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

**ILLIQUIDX LTD**

Name of Transferee

**MEDIOLANUM VITA SpA**

Name of Transferor

Name and Address where notices to transferee should be sent:

**Celestino Amore**  
**Managing Director**  
**Illiquidix Ltd**  
**107-111 Fleet Street**  
**London EC4A 2AB; UK**  
**Phone: +44 207 936 9309**  
**Email: amore@illiquidix.com**

Court Claim # (if known): **56932**  
Total Amount of Claim Filed:  
USD \$ 133,916,578.63  
Amount of Claim Transferred:  
USD \$ 7,172,311.11  
ISIN/CUSIP: XS0181945972  
Date Claim Filed: 29 October 2009

Phone: +39 02 9049.1  
Last four Digits of Acct #:

Name and Address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:   
Transferee/Transferor's Agent

Date: 28 October 2010

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.*

ILLIQUIDX

X50181965972

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

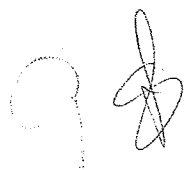
TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Mediolanum Vita S.p.A.** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **IlliquidX Ltd** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to Proof of Claim Number **56932** filed by or on behalf of Seller (the "**Proof of Claim**") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller



hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

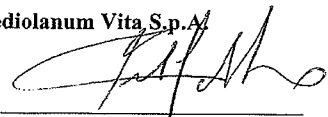
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 25th day of October 2010.

Mediolanum Vita S.p.A.

By:   
Name: Luigi Del Fabbro  
Title: Chief Executive Officer

Via F. Sforza  
20080 - Basiglio  
Milan  
ITALY

Illiquidx Ltd

By: \_\_\_\_\_  
Name: Celestino Amore  
Title: Managing Director

107-111 Fleet Street  
London EC4A 2AB  
UNITED KINGDOM



Schedule 1

Transferred Claims

Purchased Claim

5.35580522% (or \$7,172,311.11) of \$133,916,578.63 (the outstanding amount of the Proof of Claim as of 25<sup>th</sup> October 2010).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	U.S. \$ Amount claimed in Proof of Claim with respect to Lehman Programs Securities to which Transfer relates
Issue of EUR140,000,000 of Inflation Linked Multi-Tranches Notes due January 2014 guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$18,000,000,000 Euro Medium-Term Note Program	XS0181945972	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR4,950,000	Fixed-rate and Index-Linked Interest	14 <sup>th</sup> of January 2014	EUR 5,068,412.91 which is the equivalent of USD 7,172,311.11 (using an exchange rate of EUR/USD = 1.4151)

Schedule 1-1

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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000056932	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Mediolanum Vita S.p.A. Via F. Sforza, 15 20080 Basiglio (Milano) Italy Attention: Head of Operations Control Unit			
Telephone number: +39 02 90492737 Email Address: LehmanTeam@mediolanum.it			
Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: Email Address:			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: <u>See attached</u> (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): <u>See attached</u> (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>See attached</u> (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>See attached</u> (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 2px solid black; padding: 5px; text-align: center;"><b>FILED / RECEIVED</b> <b>OCT 29 2009</b> <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b></div>	
Date: October 26, 2009 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Name: Luigi del Fabbro Title: Chief Executive Officer			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re:

Chapter 11

Lehman Brothers Holdings Inc., *et al.*

Case No. 08-13555 (JMP)

(Jointly Administered)

Debtors.

-----X

**ANNEX TO PROOF OF CLAIM OF  
MEDIOLANUM VITA S.P.A.**

1. Claimant. Mediolanum Vita S.p.A. (the "**Claimant**"), hereby files the accompanying proof of claim (the "**Proof of Claim**") against Lehman Brothers Holdings Inc. (the "**Debtor**"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "**Petition Date**"), as described more fully below.

2. Transactions Between the Parties. The Claimant is the holder of certain securities issued by Lehman Brothers Treasury Co. B.V. (the "**Obligor**") and guaranteed by the Debtor (each a "**Program Security**" and, together, the "**Program Securities**") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("**ISIN**") identifying each Program Security, along with the respective Clearstream Bank blocking reference number and the Clearstream Bank account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 3 attached hereto. The Program Securities have also the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and

*[Handwritten signature]*

further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of the Obligor pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 4, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

3. Claim. The Claimant is the holder of certain securities described more fully in Exhibit 1 hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 133,916,578.63 plus, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "**Claim**"). An itemization of certain amounts comprising the Claim is set forth on Exhibit 2 attached hereto.

4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.


6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or





otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.



**EXHIBIT 1**

ISIN Code	Clearstream blocking reference #	Clearstream account #	Sub-custodian account #	Issuer	Nominal Amount
XS0121110455	CA34352	11037	8356545/0200	LEHMAN BROTHERS TREASURY CO. B.V	EUR 4,470,000.00
XS0121503774	CA34354	11037	8356545/0200	LEHMAN BROTHERS TREASURY CO. B.V	EUR 8,690,000.00
XS0122516296	CA34369	11037	8356545/0200	LEHMAN BROTHERS TREASURY CO. B.V	EUR 6,420,000.00
XS0123410838	CA34375	11037	8356545/0200	LEHMAN BROTHERS TREASURY CO. B.V	EUR 6,180,000.00
XS0124186981	CA34376	11037	8356545/0200	LEHMAN BROTHERS TREASURY CO. B.V	EUR 6,390,000.00
XS0125559111	CA34496	11037	8356545/0200	LEHMAN BROTHERS TREASURY CO. B.V	EUR 20,160,000.00
XS0126892172	CA34528	11037	8356545/0200	LEHMAN BROTHERS TREASURY CO. B.V	EUR 2,410,000.00
XS0176153350	CA34572	11037	8356545/0200	LEHMAN BROTHERS TREASURY CO. B.V	EUR 6,800,000.00
XS0181945972	CA34575	11037	8356545/0200	LEHMAN BROTHERS TREASURY CO. B.V	EUR 4,950,000.00
XS0122516379	CA34583	11037	8356545/0200	LEHMAN BROTHERS TREASURY CO. B.V	USD 5,820,000.00
XS0124187104	CA34431	11037	8356545/0200	LEHMAN BROTHERS TREASURY CO. B.V	USD 10,500,000.00
XS0125538974	CA34468	11037	8356545/0200	LEHMAN BROTHERS TREASURY CO. B.V	USD 17,030,000.00

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**EXHIBIT 2**

ISIN Code	Nominal Amount (FOREIGN CURRENCY)	Interest** (FOREIGN CURRENCY)	Total (FOREIGN CURRENCY)	Nominal Amount (USD)*	Interest (USD)*	Total (USD)*
XS0121110455	EUR 4,470,000.00	EUR 222,841.92	EUR 4,692,841.92	6,325,497.00	315,343.60	6,640,840.60
XS0121503774	EUR 8,690,000.00	EUR 434,572.42	EUR 9,124,572.42	12,297,219.00	614,963.43	12,912,182.43
XS0122516296	EUR 6,420,000.00	EUR 305,592.00	EUR 6,725,592.00	9,084,942.00	432,443.24	9,517,385.24
XS0123410838	EUR 6,180,000.00	EUR 243,595.00	EUR 6,423,595.00	8,745,318.00	344,711.28	9,090,029.28
XS0124186981	EUR 6,390,000.00	EUR 241,641.40	EUR 6,631,641.40	9,042,489.00	341,946.75	9,384,435.75
XS0125559111	EUR 20,160,000.00	EUR 526,848.00	EUR 20,686,848.00	28,528,416.00	745,542.60	29,273,958.60
XS0126892172	EUR 2,410,000.00	EUR 1,426,720.00	EUR 3,836,720.00	3,410,391.00	2,018,951.47	5,429,342.47
XS0176153350	EUR 6,800,000.00	EUR 193,302.15	EUR 6,993,302.15	9,622,680.00	273,541.87	9,896,221.87
XS0181945972	EUR 4,950,000.00	EUR 118,412.91	EUR 5,068,412.91	7,004,745.00	167,566.11	7,172,311.11
XS0122516379				5,820,000.00	311,248.75	6,131,248.75
XS0124187104				10,500,000.00	439,530.00	10,939,530.00
XS0125538974				17,030,000.00	499,092.53	17,529,092.53

<b>Total Claim Amount</b>	<b>USD \$ 133,916,578.63</b>
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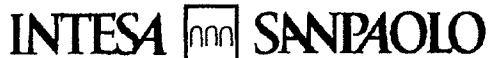
\* Amounts due in Euro have been converted to US Dollars using the exchange reference rate published by the European Central Bank (ECB) for September 15, 2008: 1 Euro = 1.4151 USD

\*\* Interest accrued until September 14, 2008 (included).

**EXHIBIT 3**

Evidence of Ownership

A



Lehman Brothers Holdings Inc. Chapter 11, Case No. 08-13555 (JMP) (Jointly Administered)

### STATEMENT

Intesa Sanpaolo S.p.A., represented by Mr. Ivo Angelin, in his capacity as manager, having its registered office in Torino (Italy), Piazza San Carlo 156, in order to allow its depositor holding Lehman Programs Securities, as defined by the order entered on July 2, 2009 by the U.S. Bankruptcy Court for Southern District of New York, to file a proof of claim against Lehman Brothers Holdings Inc.

### CERTIFIES

That, at the date of October 21 2009, Mediolanum Vita S.p.a., having its registered office in Via F. Sforza – Palazzo Meucci Milano 3 – Basiglio (MI) post code 20080 through its own account no. 8356545.0200: is the depositor of the Lehman Programs Securities listed below and that Clearstream Bank, at our request, assigned to each Lehman Programs Security a blocking reference number, as stated below.

	Issuer	ISIN Code	Currency	Outstanding Principal	Clearstream Blocking Reference Number	Clearstream participant's acct number
1	LBT	XS0121110455	EUR	4,470,000.00	CA34352	11037
2	LBT	XS0121503774	EUR	8,690,000.00	CA34354	11037
3	LBT	XS0122516296	EUR	6,420,000.00	CA34369	11037
4	LBT	XS0122516379	USD	5,820,000.00	CA34583	11037
5	LBT	XS0123410838	EUR	6,180,000.00	CA34375	11037
6	LBT	XS0124186981	EUR	6,390,000.00	CA34376	11037
7	LBT	XS0124187104	USD	10,500,000.00	CA34431	11037
8	LBT	XS0125538974	USD	17,030,000.00	CA34468	11037
9	LBT	XS0125559111	EUR	20,160,000.00	CA34496	11037
10	LBT	XS0126892172	EUR	2,410,000.00	CA34528	11037
11	LBT	XS0176153350	EUR	6,800,000.00	CA34572	11037
12	LBT	XS0181945972	EUR	4,950,000.00	CA34575	11037
13	LBHI	XS0213899510	EUR	28,890,000.00	CA34576	11037

Yours faithfully,

  
Mr Ivo Angelin  
Manager

Intesa Sanpaolo S.p.A.  
Torino, 20 October 2009

**EXHIBIT 4**

Written Consent June 9, 2005

A small, handwritten mark or signature in the bottom right corner of the page.

06/08/2005

16:41

LEHMAN → 916467582653

NO.504

P01

**UNANIMOUS WRITTEN CONSENT OF THE  
EXECUTIVE COMMITTEE OF THE  
BOARD OF DIRECTORS OF  
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

**WHEREAS**, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

**WHEREAS**, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

**WHEREAS**, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

**WHEREAS**, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

**WHEREAS**, Management wishes to establish additional Guaranteed Subsidiaries,

**WHEREAS**, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

**WHEREAS**, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

**NOW THEREFORE BE IT,**



06-09-05 11:31 JDM INVESTMENTS

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26/06/2005 16:41 JDM + 316487022633

NO. 290 004  
NO. 504 002

**RESOLVED**, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

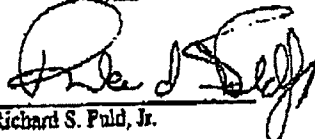
**RESOLVED**, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

**RESOLVED**, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

**RESOLVED**, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

**FURTHER RESOLVED**, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005

  
Richard S. Fuld, Jr.

  
John D. Macomber



06/08/2005

16:41

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NO.504

003

**Schedule A**  
**to LBHI Unanimous Written Consent**  
**dated June 9, 2005**

	<b>Names of Subsidiary</b>	<b>Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?</b>
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

## ALLEN & OVERY

United States Bankruptcy Court/Southern District of New York

Epiq Bankruptcy Solutions, LLC  
Attn: Lehman Brothers Holdings Claims Processing  
757 Third Avenue, 3rd Floor  
New York, NY 10017

Allen & Overy  
Corso Vittorio Emanuele II 284  
00186 Rome Italy

Tel +39 06 6842 71  
Fax +39 06 6842 7333  
E-mail [gianpaolo.garofalo@allenoverly.com](mailto:gianpaolo.garofalo@allenoverly.com)

October 28, 2009

**MEDIOLANUM VITA S.p.A. - PROOFS OF CLAIM AGAINST LEHMAN BROTHERS HOLDINGS INC.**

To: United States Bankruptcy Court/Southern District of New York

Acting on behalf of Mediolanum Vita S.p.A., please find enclosed two original copies of the proofs of claim hereby filed by Mediolanum Vita S.p.A. against Lehman Brothers Holdings Inc., together with photocopies of the original proofs of claim. Please retain and time-stamp the original proofs of claim and please time-stamp and return the photocopies (time-stamped as "RECEIVED") by using the enclosed prepaid envelop.

Kind regards,

Allen & Overy

Gianpaolo Garofalo  
Senior Associate



**STUDIO LEGALE ASSOCIATO**

David Max Aaron<sup>1,2</sup>  
Avv. Francesco Bonichi  
Craig Byrne<sup>3,4</sup>  
Avv. Pasquale Cardellicchio

Avv. Silvia D'Alberti  
Avv. G. Massimiliano Danusso  
Avv. Roberto Donnini  
Paul Flanagan<sup>1,3</sup>

Avv. Giovanni Gazzaniga  
Avv. Massimo Greco  
Dott. Com. Francesco Guelfi<sup>5</sup>  
Avv. Paola Leocani

Avv. Stefano Sennhauser  
Avv. Calia Tomasetti<sup>3</sup>  
Avv. Cristiano Tommasi

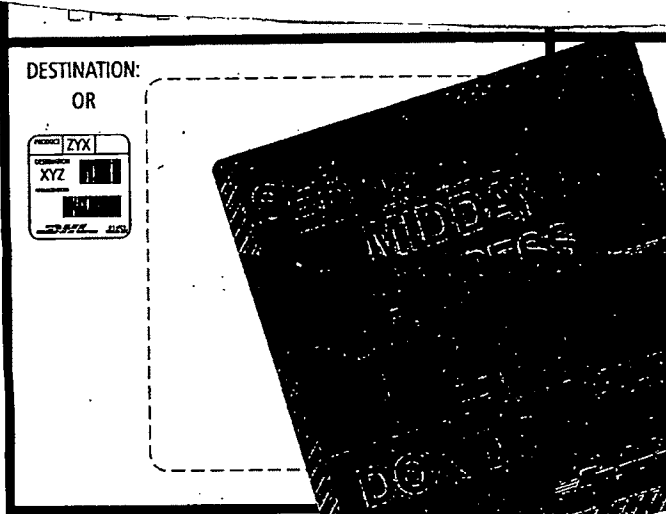
<sup>1</sup> New York Bar

<sup>2</sup> Massachusetts Bar

<sup>3</sup> Solicitor, England and Wales

<sup>4</sup> Barrister and Solicitor, British Columbia

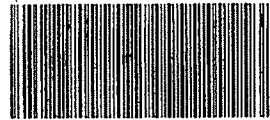
<sup>5</sup> Head of Tax Milan; Partner equivalent status



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Origin: ROM  
Day Time: X12  
Account No: 112751726 Date: Pcs/Shpl Weight Piece  
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Track the shipment via the Internet at: <http://www.dhl.com>

Shipment details: 522 2918 606

1 Payer account number and insurance details  
Charge to: ☐ Shipper ☐ Receiver ☐ 3rd party ☐ Cash ☐ Cheque ☐ Credit Card  
Payer Account No.:  
☐ Yes ☐ No (Not all payment options are available in all countries.)

2 From (Shipper)  
Shipper's account number: 112751726 Contact name:  
Company name: ALLEN & OVERY  
Studio Legale Associato  
00186 - Roma  
Address: Corso Vittorio Emanuele II, 284  
Tel. 06.684271 - Fax 06.68427333  
Postcode/Zip Code (required): Phone, Fax or E-mail (required):

3 To (Receiver)  
Destination Code: ZYP  
Company name: LEHMAN BROTHERS LOANING  
CLAIMS PROCESSING  
157 THIRD AVENUE 3RD FLOOR  
NEW YORK  
Postcode/Zip Code (required): 10017 NY Country: USA  
Contact person: Phone, Fax or E-mail (required):

4 Shipment details  
Total number of packages: 1 Total Weight: 0.50 Dimensions in cm: Pieces Length Height Width: 6 x 6 x 6

5 Full description of contents  
Give content and quantity: Docs

6 Non-Document Shipments Only (Customs Requirement)  
Attach the original and four copies of a Proforma or Commercial Invoice. Shipper's VAT/GST number: Receiver's VAT/GST or Shipper's EIN/SSN  
Declared Value for Customs: Harmonized Commodity Code is available  
TYPE OF EXPORT: ☐ Permanent ☐ Return ☐ Temporary  
Destination subject/taxable if with blank receiver user declaration  
☐ Receiver ☐ Shipper ☐ Other (Specify agent/contract number)  
7 Shipper's agreement (Signature required)  
I declare that I have agreed to the terms, conditions and limitations of carriage set out in the contract between DHL and me and I have read and understood and, where applicable, the Warsaw Convention limits and/or other applicable law, damage or delay and (2) that the shipment does not contain such as dangerous goods, live animals.  
Signature: Date: 08/10/2009  
Picked up by: 5928 Route No: 28009 Time: 08:00

8 Services  
Description: ☐ Express ☐ Economy ☐ Mail ☐ Other  
All DHL services are available in all DHL service areas.  
☐ Express 9 (10:30 in the USA)  
☐ Express 12  
☐ Express / Worldwide  
☐ Express / Domestic  
☐ Saturday Delivery ☐ Collect Pick Up  
☐ Delivery Notification  
☐ Other: ☐ DHL Global Mail ☐ Cash Payment ☐ Cash Payment ☐ Other  
DIMENSIONAL/CHANGEABLE WEIGHT  
kg \* m³  
CHARGES  
Services: Other: Insurance: VAT: CURRENCY: TOTAL: TRANSPORT COLLECT STICKER No.:  
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(\*) Il mittente dichiara di accettare che il peso effettivo/volumetrico che verrà assunto per l'applicazione della tariffa, sarà quello determinato elettronicamente da DHL, anche se discordante con i dati che riporta.

EXTREMELY URGENT

DO NOT SEND CASH, CASH EQUIVALENT OR JEWELLERY.

DHL's liability shall not exceed US\$100 for any shipment. See conditions of carriage on the airbill.